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We may, as part of the Service, offer single issue of or subscriptions to periodical content. Subscriptions may include, at our discretion, a free, limited trial period. You may cancel your subscription at any time during the trial period and the credit card registered in your Service Account will not be charged. If you do not cancel your subscription prior to the end of the trial period, your subscription will continue as of the Subscription Renewal Date and the credit card registered in your Service Account will be charged for the price of the subscription. You are eligible only for one free trial per periodical.

### 4.2 Subscription and Automatic Renewals.

If you subscribe to receive periodical Content, your subscription Content will be delivered automatically to your Service Account on the day of issue for each issue of Content applicable to your subscription (i.e., a daily issue for most newspapers). Your subscription will continue and will automatically renew until you cancel the subscription through the Service. The credit card registered in your Service Account will be charged as of each Subscription Renewal Date unless you terminate or cancel the subscription prior to the Subscription Renewal Date. Once purchased or renewed, subscriptions are non-refundable, non-transferable or subject to proration. If you cancel your subscription prior to the Subscription Renewal Date, you will continue to receive your subscription through the end of the then current subscription period. If you wish to terminate your subscription, you can do so by contacting Customer Support by going to the [www.blioreader.com](http://www.blioreader.com) web page or visiting the "HELP" link on the Toshiba Book Place Service homepage.

## 5. Promotions; Promotional Codes.

### 5.1. Promotions.

We, other KNFB entities and certain third parties may from time to time place advertisements or present promotional offers and materials on the Service. Your participation in any promotion or offer is subject to the applicable rules associated with the promotion. Your dealings with other entities or third parties and your participation in third party promotions or offers that are advertised or presented on the Service are solely between you and such third party. Please note that you must be at least 13 years of age and you must reside in the United States or Canada to participate in any promotion or offer that is in connection with or related to the Service in any way unless we permit otherwise or impose additional restrictions as set forth in the applicable rules. Please note, however, that we reserve the right to exclude residents of Quebec from certain sweepstakes, contents and promotions.

#### 5.2. Promotional Codes.

In connection with certain promotions or promotional offers, you may receive a valid promotional code for credits, downloads or other rights from the Service, which may be provided to you in the form of a card, coupon, or other promotional instrument, material or announcement (each a "Promotional Code"). Promotional Codes are valid for the value communicated with the Promotional Code and the promotional offer. In order to redeem a Promotional Code, you must follow the applicable redemption instructions related to the applicable promotion and Promotional Code. For terms relating to the use or redemption of a Promotional Code, please view the terms and conditions at the [www.blioreader.com](http://www.blioreader.com) web page. Use or redemption of Promotional Codes is subject to all applicable rules, expiration dates, service charges and any other limitations and restrictions associated with the applicable promotional offer, promotional materials, or Promotional Code.

#### 5.3. Violation of Rules.

If we believe that you have violated the rules associated with any promotion, Promotional Code, offer or the Service, or if you have redeemed a fraudulent Promotional Code or a Promotional Code obtained through fraudulent methods, we have the right to request alternative forms of payment from you, and have the right to close your Service Accounts. Closure of your Service Accounts may affect your ability to access your Content. If at any time you believe that we have closed your Service Accounts or otherwise terminated your rights to the applicable Service in error, please contact Customer Support by going to the [www.blioreader.com](http://www.blioreader.com) web page or visiting the "HELP" link on the Toshiba Book Place Service homepage.

#### 5.4. Expiration; Cancellation.

Promotional Codes, special products, offerings and promotions displayed on the Service are considered

no longer valid as of the earliest of (i) the expiration date, (ii) the date stated in the applicable rules or otherwise with the offer or Promotional Code, or (iii) as of the date the special product, offering or promotion is removed from the Service. Additionally, all products, offerings and promotions are subject to change or cancellation at any time by us without notice.

## 6. Gift Cards; Prepaid Cards; Additional Terms.

### 6.1. Gift Cards.

You may have the option to purchase gift certificates from the Service, which may be given by you to others as a gift (each a "Gift Card"). To purchase a Gift Card, follow the instructions provided on the Service and be sure to review all terms and conditions and disclosures concerning Gift Cards before completing your purchase. Please note that if you purchase a Gift Card from the Service for an individual that resides outside of the Territory, is under the age of 13, or is otherwise unable to comply with or agree to these Terms of Service, that individual will not be able to redeem or use the Gift Card on the Service. After you purchase a Gift Card as a gift, it will be emailed or otherwise delivered to the intended recipient at the recipient email address, phone number, or mail address, as applicable, you provided at the time of your purchase. We reserve the right to charge your credit card for the value of the Gift Card you purchase. You may not pay this charge using any credits to your Service Account. Gift Cards are not refundable, exchangeable or cancelable once purchased and are subject to all Gift Card Terms and Conditions available on the Service. Gift Cards are only valid at the Service and within the Territory.

### 6.2. Prepaid Cards.

You may have the option to purchase from third party retail locations download cards and prepaid cards (collectively, "Prepaid Cards") that indicate that they work with the Service. Once purchased, you may either use these Prepaid Cards to download or otherwise receive Content from the Service or you may provide these Prepaid Cards to others as a gift so they may download or otherwise receive Content from the Service. Prepaid Cards are valid for the value communicated with the Prepaid Card. Please note that Prepaid Cards sold in retail stores must be activated at the retail store register. Prepaid Cards will not work with the Service unless they are properly activated. Be sure to review all terms and conditions and disclosures associated with a Prepaid Card before you purchase a Prepaid Card. Please note that if you provide a Prepaid Card to an individual that resides outside of the Territory, is under the age of 13, or is otherwise unable to comply with or agree to these Terms of Service, that individual will not be able to use the Prepaid Card on the Service. Prepaid Cards are subject to all terms and conditions associated with the Prepaid Cards in retail, all terms and conditions that are provided with the Prepaid Card and any other applicable terms and conditions that may be provided through the Service. Prepaid Cards purchased in a particular territory may only be used to download or receive Content through the Service operating within the applicable territory.

## 7. Additional Restrictions.

Your use of the Service is also subject to the following restrictions:

### 7.1. Our Rules and Policies.

You agree to abide by all of the terms and conditions in these Terms of Service. These Terms of Service will be enforced in a nondiscriminatory manner to all end users of the Service, and may include, without limitation, required or automated updates, modifications and reinstallations of the Service Software, and obtaining available patches to, among other reasons, address security, interoperability, performance and/or other issues. These updates, modifications and the like may occur on a periodic or as needed basis without notice to you while your computer is connected to the Internet. In addition, you understand that the Service Software may be developed to be capable of monitoring itself and may create a unique system identification for your Registered PC and Registered Portable Device for security-related and tamper-detection purposes. Your copy of the Service Software and your access to certain applications that communicate with it, as applicable, are subject to restriction and/or revocation (such as being shut down) for security purposes or according to consistently applied content-protection policies. You understand and agree that this would likely result in Content that was previously available for use being unavailable thereafter.

### 7.2. Territory.

The Service is only available for use by users with a credit card with a United States or Canadian billing address (collectively, and as applicable, the "Territory"). You understand that if you are a Canadian resident, that you will only have access to Content available for distribution in Canada and that if you are a United States resident, that you will only have access to Content available for distribution in the United States. You understand and acknowledge that you may not sign up for, access, or attempt to access or use the Service from outside of the Territory applicable to you. By using or continuing to use the Service, you represent, covenant and agree that you comply with the applicable Territory requirements at all times while you maintain a Service Account.

### 7.3. Age Requirement.

You must be at least 18 years of age to agree to and accept these Terms of Service on your own behalf unless otherwise permitted by us. If you are under 18 years of age, but are at least 13 years of age or



older, your parent or legal guardian must accept these Terms of Service and register for the Service on your behalf unless we permit otherwise. In compliance with the Children's Online Privacy Protection Act ("COPPA"), as such may be amended from time to time, if you are under the age of 13, you are asked not to provide any information to us either through downloading any Service Software, using the Service, participating in or entering any promotions, contests or sweepstakes related to the Service, or through any other activity. If we have any knowledge that you are under 13 years of age and without express parental consent, any information you submit will not be retained by us, as described in our Privacy Policy. We believe that children using the Internet require special protection, and we urge parents or guardians to explain Internet safety to their children. Parents are urged to spend time online with their children to become familiar with the types of Content available on the Service and the Internet in general. Control tools are available from online services and software manufacturers to help create a safer environment for children.

#### 7.4. Prohibited Conduct.

You may not use the Service to transmit, display, perform or otherwise make available any messages, content or materials (i) that are illegal, obscene, threatening, of a "spamming" nature, defamatory, or invasive of privacy; (ii) so as to violate or infringe any copyrights, trademarks, patents, trade secrets, other intellectual property rights, privacy or publicity rights, communications regulations or statutes, or any other laws, including without limitation laws concerning defamation, harassment, obscenity, or pornography; (iii) that constitute political campaigning or commercial solicitation or that contain software viruses or other computer code designed to interfere with the functionality of any computer systems; or (iv) that harms minors in any way. You may not interfere with or disrupt the Service or any networks connected to or by the Service. You agree not to interrupt or attempt to interrupt the operation of the Service in any way. In addition, you may not use a false email address or otherwise mislead other members as to your identity or to the origin of a message or Content.

#### 7.5. Restriction on Use Related to the Service.

Because the Service includes security components, special rules and policies apply. You may not attempt (or support others' attempts) to circumvent, reverse engineer, decrypt, decompile, disassemble, or otherwise alter, tamper or interfere with any aspect of the Service or the Content, including any service marks or trademarks contained within the Service and/or the Content. You may not distribute, exchange, modify, sell or re-sell, or transmit to any other person any part of the Service, including, but not limited to, any text, images, video or audio, for any business, commercial or public purpose. You agree not to copy, sell, modify, distribute or otherwise transfer Content from your Registered PC, Registered Untethered Device and Registered Portable Device to any unregistered device. You agree to not spider, crawl, index, or in any non-transitory manner store or cache any metadata attached to public domain Content that is accessed through the Service. Any such violation may result in the termination of your access to such metadata.

#### 7.6. Restriction on Use Related to Service Account.

You may only open a Service Account for yourself, and not for any other person, subject to the provisions of the section above entitled "Age Requirement". Except in the event a parental control option is made available by us and such option is selected by you, you agree that you will not allow others to use your Registration Information and/or Service Account and agree that you are solely responsible for maintaining the confidentiality and security of the same. You agree to notify us immediately of any unauthorized use of your password and/or Service Account by contacting Customer Support by going to the [www.blioreader.com](http://www.blioreader.com) web page or visiting the "HELP" link on the Toshiba Book Place Service homepage.

#### 7.7. Restriction on Use Related to Content.

The license granted to you hereunder does not convey to you any of the following: (a) reproduction or promotional use rights in the Content (e.g., any uses that implicate or require public performance, or any use that would result in the commercial redistribution of the Content or any metadata underlying the Content), (b) rights to enter into arrangements with any revenue-generating broadcast system (terrestrial, satellite, cable and/or other distribution channels), (c) rights to distribute or redistribute Content on streaming applications (via Internet, intranets and/or other networks), (d) rights to distribute to others Content on other content distribution systems or on physical media (compact discs, digital versatile discs, semiconductor chips, hard drives, memory cards and the like), or (e) commercial, sale, resale, reproduction, distribution or promotional use rights for the Content. Any digital rights management solution that is provided with Content is an inseparable part. If you have Content, it is your responsibility not to lose, destroy or damage such Content.

#### 7.8. Restriction on Use Related to the Service Software.

You agree, to the extent you use Service Software, you will not, either directly or indirectly: (i) rent, lease, loan, sell, assign, sublicense, copy, or distribute the Service Software in whole or in part; (ii) use the Service Software or any portion thereof to create any tool or software product that can be used to create software applications of any nature whatsoever; (iii) remove, alter, cover, obfuscate, and/or otherwise deface any trademarks or notices on the Service Software; (iv) disclose, divulge or otherwise make available the Service Software, including without limitation any portion or source code thereof, to any third party; and/or (v) modify, alter, duplicate, reproduce, copy, disassemble, reverse engineer, circumvent or emulate the functionality, decompile or otherwise reduce to human readable form, tamper with, or create derivative works from or of the Service Software, any of the security components of the Service Software, special rules, or other protection applications for any reason whatsoever, without the prior written consent of us or our licensors, as applicable. The Service Software specifications may be

subject to change without notice. You may not use the Service Software over an internal network or distribute the Service Software to other computers over an internal network.

#### 7.9. U.S. Government Restricted Rights and Export Provisions.

The Service Software is or will be, as developed, "commercial computer software" or "commercial computer software documentation." The U.S. Government's rights with respect to the Service Software are limited by the terms of this Terms of Service, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable. You agree by installing, copying, or otherwise using the Service Software and the Service that: (i) you do not reside in a country subject to embargo or export controls by the U.S. Government; (ii) you are not on the List of Denied Persons as published by the U.S. government; and (iii) you will not use the Service Software or the Service for any illegal purpose. Because the Service Software, the Service, and related technical data are subject to U.S. export controls, you agree that you shall not upload, export or "re-export" (transfer) the Service Software or the Service unless you have complied with all applicable U.S. export controls.

#### 8. Charges and Billing.

##### 8.1. Agreement to Pay.

You agree to pay for all Content that is not obtained by means of a Gift Card, Prepaid Card, Promotional Code, or which is not offered to you by us for free.

##### 8.2. Credit Card Transactions.

You may be asked during the Service Account registration process to provide us with your credit card information. In the event you use your credit card to make purchases on the Service, we may, in our discretion, post charges to your credit card individually or may aggregate your charges with other purchases you make on the Service. You are responsible for keeping your Service Account confidential and you will be responsible for any charges that are incurred by any person through your Service Account. All charges will be billed to the credit card you designate when you first make a purchase or incur a charge on the Service. If any of your billing information changes, you must update that information by contacting Customer Support or changing your Service Account information online on the Service. By providing your credit card information to us, you are acknowledging and agreeing that we may keep your credit card information, unless you make a request to Customer Support that your credit card information be removed, in which case it will be removed as stated in the Privacy Policy. By

providing your credit card information to us, you agree that you will consult the terms and conditions that are imposed by your credit card issuer for notification requirements and limitations on your liability for loss, theft or unauthorized use of your credit card. You agree that you, and not the Related Entities, will be solely responsible for the payment of all amounts billed to your credit card by unauthorized third parties. You agree that you will not provide to us any credit card information for any credit card that is not issued in your name or by banks outside the United States or Canada.

### 8.3. Taxes.

Purchases from any of the Services may include federal, state, provincial and/or local sales, goods and services and other taxes (where applicable) and such taxes will be based on the best available address information. In such cases, the sales tax rate in effect at the time purchases are made on the Service will apply. If the applicable tax rates change before the applicable purchase has been completed, the new tax rate(s), effective at the time of completion of purchase on the Service, will apply. You are not eligible for tax exemptions for purchases made on the Service. Other product and service limitations and disclaimers may apply.

### 8.4. Refund Policy.

There are no refunds when a purchase is made on the Service, including subscriptions to periodicals and any autorenewal of a subscription that is not cancelled prior to the Subscription Renewal Date. When you click to confirm your purchase or download, your purchases are charged to the credit card on file with us, which corresponds with your Service Account; however if you have a valid credit in your Service Account, which is applicable to the purchases you are making, you may be able to use that credit. We may determine that Service Account credits may not be used due to a violation of any promotional terms or any trial offer terms, these Terms of Service, and any other terms issued by us.

### 8.5. Right to Change Prices.

All prices related to the Service are subject to change by us at any time, without notice and without liability to you. We do not provide price protection or refunds in the event of a price drop or a promotional offering.

### 8.6 United States Currency.

Unless otherwise stated, all prices are quoted across the Service in (US\$) United States dollars. Purchases made through the Service from residents outside of the United States (i.e., Canadian customers) shall pay the equivalent in their local currency (in addition to any service fees that may be charged by their credit card issuer).

## 9. Special Notices.

As a user of the Service, please note the following:

### 9.1. Privacy.

By downloading, installing, activating or using the Service (including, without limitation, registering on the Service), you consent to the collection and processing of all information related to you and your use of the Service, including Registration Information. This information is obtained and collected by us and handled pursuant to the terms of the Privacy Policy, which is expressly made a part of these Terms of Service by this reference. By agreeing to these Terms of Service, you are also agreeing to the Privacy Policy. Review the Privacy Policy by going to [www.blioreader.com](http://www.blioreader.com). The Privacy Coordinator who manages and administers our policies and practices, with respect to management of Personal Information, and to whom complaints and inquiries can be contacted at: [privacy@blio.com](mailto:privacy@blio.com).

### 9.2. Accuracy of Information.

You represent and warrant that all information (including Registration Information and responses to polls and surveys) you provide to us is correct, complete, and current, and you agree to update such information as necessary. You also agree that any information provided by you to us will not violate any law or regulation or infringe the rights of any third party. Please note you are responsible for providing your most current Registration Information to us.

### 9.3. Certification of Residency and Capacity to Contract.

By opening a Service Account or otherwise using the Service, you represent and warrant to the Related Entities that you are a resident of the applicable Territory, that you reside in the applicable Territory at all times while you access or use your Service Account, and that you are capable of entering a contract under the laws of your jurisdiction.

#### 9.4. Nature of Content.

You understand that by using the Service and accessing the Content, you may encounter materials that you may find to be explicit, offensive, or otherwise objectionable. We may include, if available, information related to ratings, content type, and descriptions, if such information is provided by the applicable owners of the Content. However, we are not responsible for the accuracy of any such information. You agree to the following, irrespective of whether or not the Service includes parental control functions, and irrespective of the extent to which you use such parental control functions: (a) it is your responsibility to determine which Content meets your standards; and (b) under no circumstances will any Related Entity or its content delivery providers be liable in any way for any Content that you have access to. Nevertheless, you agree to use the Service at your sole risk and that the Related Entities shall have no liability to you for any Content contained on the Service.

#### 9.5. Risk of Use.

The Related Entities assume no responsibility and shall not be liable for any damages to, or viruses that may damage your computer equipment or other property on account of your access to, use of, downloading, or browsing the Service.

#### 9.6. Links from Other Web Sites to Third Party Sites; RSS Feeds.

We are not responsible for the Content or availability of any RSS Feeds or web sites linked to the Service or any third-party web sites which are linked to or from the Service. Your accessing RSS Feeds or linking to other web sites is entirely at your own risk. Any RSS Feeds or links are provided for your convenience only and should not be interpreted as an endorsement of the owner/sponsor of the web site. We disclaim all warranties, express or implied, as to the accuracy, quality, or otherwise of any materials or information contained on such RSS Feeds and web sites.

#### 9.7. Action for Violation of Intellectual Property Rights.

If we receive a notice alleging that you have engaged in behavior that infringes any Related Entities' or a third party's intellectual property rights or reasonably suspect the same, we may suspend or terminate your access to the Service without notice to you. If we take action under this Section, we shall have no liability or responsibility to you, including for any amounts that you have previously paid or any credits that you have on the Service.

#### 9.8. Our Right to Change These Terms of Service.

We reserve the right to modify, add to, change or remove any part of these Terms of Service at any time, with or without notice. You should therefore periodically visit this page, by clicking on the hyperlink entitled "Terms of Service" or "TOS" at the bottom of the Service homepage to review the then-current Terms of Service. In case of any material change to these Terms of Service, we will replace the "Terms of Service" or "TOS" link on the bottom of the Service homepage with a link entitled "Terms of Service Updated 4/15/10" for no less than 30 days. All changes to these Terms of Service will be effective when posted, and your continued use of the Service after the posting will constitute acceptance of, and agreement to be bound by, those changes. You may provide notice to us of any objection to such revised terms within thirty (30) days after they are posted; please send any such objection by email to Customer Support by going to the [www.blioreader.com](http://www.blioreader.com) web page or visiting the "HELP" link on the Toshiba Book Place Service homepage. If you do not agree to (or cannot comply with) these Terms of Service as amended, your sole remedy is to stop using the Service.

#### 9.9. Our Right to Make Changes to the Service.

We may add, change, discontinue, remove, or suspend any materials incorporated into the Service, including features, promotions, Promotional Codes, prices and specifications of products described or depicted on the Service, temporarily or permanently, at any time, without notice and without liability. In addition, we and/or the owners of the Content may, from time to time, remove Content from the Service without notice, and we may at any time lose the right to make certain Content available. In such event, you will no longer be able to obtain or view certain Content.

#### 9.10. Delivery of Content.

On occasion, technical problems may delay or prevent delivery to you of Content. In such an instance, your sole remedy will be either replacement of such Content or refund of the price paid for such Content, if applicable, at our discretion. Refunds are not available for Content obtained through a promotional offering unless expressly indicated otherwise.

#### 9.11. Our Rights to Your Postings.

By posting messages, reviews, inputting data, or engaging in any other form of communication through the Service (if so permitted by us and the Service), you represent that you have all the rights to make

such posting, that such posting does not infringe the rights of any third party, and you agree that we may copy, sublicense, adapt, transmit, publicly perform or display any such Content to provide and/or promote the Service and/or to respond to any legal requirement, claim or threat. If our use of such Content exploits any proprietary rights you may have in such material, you agree that we have an unrestricted, royalty-free, non-exclusive and perpetual worldwide right do so. You agree that any loss or damage of any kind that occurs as a result of the use of any messages, Content or material that you upload, post, transmit, display or otherwise make available through your use of the Service is solely your responsibility. Once you submit a review, rating or other posting to us, you may only request that a revision or other modification be made to your review or posting (or that your review or posting be withdrawn) by contacting Customer Service by going to the [www.blioreader.com](http://www.blioreader.com) web page or visiting the "HELP" link on the Toshiba Book Place Service homepage. We do not guarantee that any such request will be honored or that any requested revision, modification or request for withdrawal will be honored within any specific time period. Please also note that you will not be notified if your request to Customer Service in connection with your review, rating or posting is honored, or if a determination is made not to honor your request. For any reason whatsoever, at any time and with or without notice to you other than as provided herein, we reserve the right to review, monitor and/or remove your review, rating, posting or submission, or to edit or remove language that we deem objectionable or offensive from your review, rating or posting. Further thereto, you shall not post or transmit any content, information or messages that: (i) promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, (ii) harasses or advocates harassment of another person, (iii) could be harmful to minors, (iv) exploits people under the age of 18 in a sexual or violent manner, (v) provides instructional information about illegal activities, (vi) or uses the Services for commercial purposes (i.e., posting/transmitting submissions containing advertising or promotes contests, sweepstakes, barter and/or pyramid schemes). In addition, we reserve the right to refuse to post your review, rating or posting, in whole or in part, for any reason whatsoever, including, but not limited to, that we consider the applicable materials offensive or improper. Finally, any and all submissions of any materials or communications using the Service will be treated by us, without exception, as non-confidential and non-proprietary.

#### 9.12.No Professional Advice.

Any information supplied by one of our employees or agents whether by telephone, e-mail, letter, facsimile or other form of communication, is intended solely as general guidance in connection with your use of the Services, and does not constitute legal, tax, accounting or other professional advice of any kind and may not be relied for any purpose, including without limitation, as the basis for any claim or action. Individual situations and applicable laws vary and users are encouraged to obtain appropriate advice from qualified professionals in the applicable jurisdictions. We make no representations or warranties concerning any course of action taken by any person in connection with or using any information obtained using the Services.

#### 10. Intellectual Property.



### 10.1.Trade Secrets and Proprietary Materials.

The Service contains and/or embodies copyrighted material, trade secrets, patented (and/or patent pending) inventions and/or other proprietary material and intellectual property of ours and/or our licensors. All title and ownership rights in the Service and all elements and portions thereof, remains with us and our licensors, as applicable. You agree to keep information contained in the Service which is not publicly known confidential to yourself, and not to disclose such information to others without our prior written approval.

### 10.2.Copyright.

Our Service is protected by applicable copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. In addition, the Services and the website are protected, among other ways, under copyright laws as a collective work and/or compilation pursuant to applicable United States, Canadian and foreign laws. The Content and Service Software, without limitation, is licensed, not sold. All title and copyright in and to Content and Service Software (including but not limited to any images, photographs, animation, video, audio, music, text and "applets" incorporated into the Service Software), and any permitted copies, derivations and modifications of the Content and Service Software, are owned by us or our licensors. You agree to comply with all applicable copyright protection laws in connection with your use of the Service and the Content. In addition to these Terms of Service, we may take appropriate measures to protect copyright of the Content and the Service Software.

### 10.3.Trademarks.

You cannot use any of the trademarks or protected copyright materials found on and within the Service except as specified herein and in accordance with applicable law. You may not copy, display or use any of the trademarks or protected copyright materials without prior written permission of the owner. Any unauthorized use may violate United States, Canadian and foreign copyright laws, trademark laws, the laws of privacy and publicity, and civil or criminal statutes. Toshiba Book Place and our logos are our trademarks. Nothing contained on the Service should be construed as granting by estoppel or otherwise, any license or right of use to any trademark. Please note that the trademark listed herein is periodically updated such that neither this list nor its updates are all-inclusive lists of the trademarks. For questions pertaining to any of the trademarks, please send inquiries to K-NFB Reading Technology, Inc., 15 Wellesley, MA 02481, Attn: Copyright Agent.

Other Trademarks used on the Service are the trademarks of their respective owners.

#### 10.4. Use of Digital Files Other than Content.

We do not represent or guarantee that the Service will successfully import or support any digital files that are not Content. Further, we do not purport to grant you any rights to use digital files other than the Content acquired from the Service in accordance with these Terms of Service. Such files must be purchased or otherwise rightfully obtained by you and may be subject to another grant of rights from third-party copyright holder(s) and other legal rights holder(s) (please note that there may be more than one copyright involved in any file). If you violate copyright laws, there may be fines or criminal charges brought against you, even if you do not obtain any commercial benefit from the illegal copies. We respect the intellectual property rights of others, and we expect you to do the same.

#### 10.5. Copyright Notice.

We respect the intellectual property of others and require that its users do the same. You may not place any material protected by copyright through the Service without the express permission of the author or owner of the copyright in that material.

We will promptly take down or block access to infringing or allegedly infringing material on its servers if we become aware that such material infringes the copyright rights of a third party, whether we identify such infringement in the course of its ordinary and reasonable business activities, or through notification by a third party. We will promptly contact the entity responsible for the allegedly infringing content (the "Owner"), and alert them to the allegations of infringement, and of our take-down or blocking of the allegedly infringing material. If the Owner believes that the removal or blocking of their material was a result of a mistake or a misidentification of the material, the Owner shall provide us a counter-notification establishing the Owner's rights to display the material in question, as well as any other information we shall request. Upon receipt, we will promptly forward the counter-notification to the party that claims to be the copyright owner. If that party then does not file suit to enjoin the alleged infringement, we will repost or unblock the material within 14 days after receiving the counter notification.

If you believe that any Content has been copied in a way that constitutes copyright infringement, please forward the following information to the Agent named below:

Your name, address, telephone number and email address;

A description of the copyrighted work that you claim has been infringed;

The exact URL or a description of where the alleged infringing material is located;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, is agent, or the law;

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and

A statement by you, made under penalty of perjury, that the above information is your notice is accurate and that you are the copyright owner of authorized to act on the copyright owner's behalf.

K-NFB Reading Technology, Inc.

15 Walnut Street

Wellesley, MA 02481

Attn: Copyright Agent

Phone: 781-263-000

Email: support@blio.com

## 11. Miscellaneous Terms.

### 11.1. Remedies.

You agree that any unauthorized use of the Service will result in irreparable injury to the applicable Related Entities, as applicable, for which money damages would be inadequate. Therefore, in such event, the Related Entities, as applicable, shall have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief against you and to prevent any unauthorized use. Nothing contained in this Section or elsewhere in these Terms of Service shall be construed to limit remedies available pursuant to statutory or other claims that the Related Entities may have under separate legal authority. You understand and agree that your cancellation of your Service Account is your sole right and remedy with respect to any dispute with the KNFB Related Entities.

#### 11.2.Indemnification.

You agree that you will defend, indemnify and hold harmless the Related Entities against any and all claims, losses, damages, liabilities, deficiencies, judgments, assessments, fines, costs and other expenses (including reasonable attorneys' fees) arising from or relating to your use of the Service, or any breach by you of these Terms of Service, and you agree to reimburse Related Entities on demand for any losses, costs or expenses they incur therefrom.

#### 11.3.Term; Termination.

These Terms of Service shall remain in effect until terminated as provided herein. These Terms of Service and your right to use the Service is subject to immediate termination, without notice, (a) if you breach (or we reasonably suspect that you have breached) any provision of these Terms of Service, or (b) upon our discontinuation of our dissemination or support of the Service. If such termination without notice is expressly prohibited by applicable law, then such termination will occur upon notice. Upon termination, you must cease all use of the Service. If we terminate these Terms of Service, or suspend your Service Account for any of the reasons set forth in these Terms of Service, the Related Entities shall have no liability or responsibility to you, and we will not refund any amounts that you have previously paid.

#### 11.4.DISCLAIMERS; LIMITATION OF LIABILITY.

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WHATSOEVER RELATING TO ANY OF THE RELATED ENTITIES.

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YOU ALSO ACKNOWLEDGE TO AND FOR THE BENEFIT OF THE RELATED ENTITIES THAT THE SERVICE SOFTWARE, AS WITH MOST SOFTWARE, MAY CONTAIN BUGS AND IS NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE IN WHICH THE FAILURE OF THE SERVICE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, PHYSICAL OR ENVIRONMENTAL DAMAGE OR FINANCIAL LOSS. THE RELATED ENTITIES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSS SUFFERED AS A RESULT OF SUCH A FAILURE OF THE SERVICE SOFTWARE OR A BREACH OF SECURITY INVOLVING THE SERVICE SOFTWARE, WHETHER OR NOT SUCH LOSS OR BREACH RESULTS FROM THE DELIBERATE, RECKLESS, OR NEGLIGENT ACTS OF ANY PERSON OR MAY HAVE BEEN FORESEEABLE.

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#### 11.5.Choice of Law and Venue.

The Services provided hereunder are controlled by, and made available through, K-NFB Reading Technology, Inc. By accessing the Services, you agree that all matters relating to your access to, or use of, the Services shall be governed by the laws of the Commonwealth of Massachusetts applicable to contacts made, entered into and wholly performed within the Commonwealth of Massachusetts, excluding (i) conflict of laws principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iv) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. You agree

that any claim or dispute with any Related Entity or arising out of or relating to these Terms of Service, the Service or your use of any of the foregoing will be brought in an appropriate state or federal court located within the geographic boundaries of the United States District Court for the District of Massachusetts. You agree to submit to the exclusive jurisdiction and venue of these courts and waive any jurisdictional, venue or inconvenient forum objections to such courts. THE PARTIES SHALL NOT RAISE IN CONNECTION THEREWITH, AND HEREBY WAIVE, TRIAL BY JURY AND/OR ANY DEFENSES BASED UPON THE VENUE, THE INCONVENIENCE OF THE FORUM, THE LACK OF PERSONAL JURISDICTION, THE SUFFICIENCY OF SERVICE OF PROCESS OR THE LIKE IN ANY SUCH ACTION OR SUIT. To the extent permitted by law, the provisions of these Terms of Service shall supersede any provisions of the Uniform Commercial Code and the Uniform Computer Information Transactions Act as adopted or made applicable to the Service or the Service Software in any jurisdiction.

#### 11.6. Entire Agreement and Severability.

These Terms of Service and the Privacy Policy incorporated herein (and any amendment or revision by us to either) together constitute the entire agreement between you and us with respect to its subject matter and supersedes all prior and/or contemporaneous agreements and understandings, written or oral, between you and us with respect to the subject matter hereof. Except as expressly set forth herein, these Terms of Service may not be amended, modified, or supplemented by the parties in any manner, except by a written instrument signed by one of our authorized officers. If any part of these Terms of Service is found invalid or unenforceable by a court of competent jurisdiction, the remainder of these Terms of Service will be interpreted so as to reasonably affect the intention of the parties. Headings are for reference purpose only and in no way define, limit, construe or describe the scope or Content or extent of such section. No provision hereof shall be deemed waived (by any act or omission) unless such waiver is in a writing signed by one of our authorized officers. These Terms of Service will bind and inure to the benefit of each party's successors and assigns, provided that you may not assign or transfer these Terms of Service, in whole or in part, without the prior written consent of one of our authorized officers.

#### 11.7. Subsequent Owner of the Service; Merger/Acquisition.

By using the Service, you agree that we or one of our companies may at the time of a merger, acquisition, or sale of the Service or all or substantially all of our or such company's assets assign our rights and obligations regarding the Service to an applicable subsequent owner or operator. In the event of such a merger, acquisition, or sale, your continued use of the Service signifies your agreement to be bound by the Terms of Service and privacy policy of the subsequent owner or operator of the Service.

#### 11.8. Third Party Beneficiaries; Co-Branded Parties.

When you visit a version of the Service that displays our (or KNFB) branding or logos and the branding or logos of one or more third parties or affiliates, you are visiting one of our unique co-branded versions of the Service. In each of these instances, the applicable third party or affiliate is referred to in this Terms of Service as a "Co-Branded Party". In such instances, the Co-Branded Party shall be deemed a third party beneficiary under this Terms of Service with the ability to enforce any of the provisions that we can enforce under this Terms of Service.

#### 11.9.Survival.

The paragraphs of these Terms of Service entitled "Indemnification", "Limitation of Liability", "Choice of Law And Venue", "Charges and Billing", "Our rights to Your Postings", "Remedies", and "Disclaimers" will survive its termination.

#### 12. Definitions.

"Client Software" means the Toshiba Book Place Reader PC Software available for download at the Service.

"Content" means and refers to the written works(including in their entirety books, newspapers, magazines, journals, and any other such written content), music, video, images, text and other material that may be obtained by you in digital form from the Service either by streams or by download, which content is owned by us or our third party licensors, suppliers, service providers, advertisers, business or promotional partners or sponsors and is legally protected, without limitation, under U.S. Federal and State, as well as applicable foreign laws, regulations and international treaties. For the avoidance of ambiguity, Content includes, without limitation, all written content, games, music, audio, video, audio-visual, text, graphics, messages, information in digital, electronic or any other form, artwork, illustrations, images, photographs, animations, data, information, databases, designs, other proprietary information and materials and all copyrightable or otherwise legally protectable elements, tangible or intangible, of our Service.

"Device Software" means any software that is required to operate a Registered Portable Device or Registered Untethered Device.

"Electronics Books Service" means the online Toshiba Book Place service operated by us located at [www.blioreader.com](http://www.blioreader.com).



"Permissible Device Number" means up to the total number of Registered PCs and/or Registered Portable Devices and/or Registered Untethered Devices permitted by the digital rights management associated with the Content. The publisher of the content controls total number of devices on an individual content basis.

"Privacy Policy" means our Privacy Policy, a copy of which may be viewed by clicking on the link at the bottom of the Service homepage, and which may be amended, modified, or revised from time to time by us as stated in the terms of the Privacy Policy.

"Registered PC" means a traditional personal computer designed for an individual user (i.e., a laptop or desktop computer) that has been registered with your Service Account.

"Registered Portable Device" means a portable device which respects the applicable digital rights management solution and that has been registered with your Service Account which must be connected to a Registered PC to access the Content from the Service.

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"Registration Information" means the information provided by you to us or the Service when you register for a Service Account and during the installation process which may be provided in order to use the Service (including a unique member (user) name, a password, your valid email address and other personal information).

"Related Entities" means us and our direct and indirect parents, subsidiaries, agents, employees, licensors, distributors, business partners, suppliers and affiliates (and each of the foregoing entities' respective officers, directors, employees and agents).

"RSS Feeds" means really simple syndication of content updated on a periodic basis.

"Service Account" means a user account registered with the Service.

"Service Software" means any software that is or will be included as a part of the Service and all updates, whether or not automatic.

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### **MICROSOFT SECURITY ESSENTIALS**

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- updates,
- supplements,
- Internet-based services, and
- support services

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**By using the software, you accept these terms. If you do not accept them, do not use the software.**

**As described below, installation or use of the software also operates as your consent to the transmission of certain standard computer information during validation, automatic**

## download and installation of certain updates, and for Internet-based services.

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  - i. The software may not be used on a device running an enterprise version of a Microsoft Windows operating system.
  - ii. The software may not be used on devices owned by government or academic institutions.
- d. **Separation of Components.** The components of the software are licensed as a single unit. You may not separate the components and install them on different devices.
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- a. The software may cause the operating system software to conduct validation checks of your operating system software from time to time, depending upon your specific operating system.
- b. Validation verifies that your computer's operating system has been activated and is properly licensed. Validation also permits you to use certain features of the operating system software or to obtain additional benefits.
- c. If a validation check is performed, the operating system software will send information about the software and your operating system software to Microsoft. This information includes the versions of the software and operating system software. Microsoft does not use the information to identify or contact you. **By using the software, you consent to the transmission of this information.** For more information, see <http://www.microsoft.com/genuine/downloads/PrivacyInfo.aspx>.
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- e. You may only obtain updates or upgrades for the operating system software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see

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**3. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.**

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- Automatic Updates. Software with Click-to-Run technology may check with Microsoft now and then for updates and supplements. If the software finds updates and supplements, it might download and install them on your licensed device.
- Microsoft SpyNet Participation. When you install the software, Microsoft SpyNet allows users to become part of a network community of users that report spyware and other forms of Potentially Unwanted Software to Microsoft. Upon initial installation, users will be opted-in by default to participate in Microsoft SpyNet under a "basic" membership, which allows the software to report potential threats identified in the software that have not yet been analyzed for risks. The reports include information about the files or programs in question. For more information about Microsoft SpyNet and the information collected for reports, see the privacy statement at <http://go.microsoft.com/fwlink/?LinkId=148744>.
- Malicious Software Removal. The software will check for and remove certain high severity malicious software ("Malware") stored on your device during scheduled scans and when you select this action. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occur while the software is checking for Malware, specific information relating to the detection, errors that occurred while the software was checking for Malware, and other information about your device that will help us improve this and other Microsoft products and services. No information that can be used to identify you is included in the report.
- Potentially Unwanted Software. The software will search your computer for low to medium severity Malware, including but not limited to, spyware, and other potentially unwanted software ("Potentially Unwanted Software"). The software will only remove or disable low to medium severity Potentially Unwanted Software if you agree. Removing or disabling this Potentially Unwanted Software may cause other software on your computer to stop working, and it may cause you to breach a license to use other software on your computer, if the other software installed this Potentially Unwanted Software on your computer as a condition of your use of the other software. You should read the license agreements for other software before authorizing the removal of this Potentially Unwanted Software. By using this software, it is possible that you or the system will also remove or disable software that is not Potentially Unwanted Software.

- **Error Reports.** This software automatically sends error reports to Microsoft that describe which software components had errors. No files or memory dumps will be sent unless you choose to send them. From time-to-time, we will also download a small file to your computer that permits us to collect information about specific errors you have while using the software. For more information about Error Reports, see <http://go.microsoft.com/fwlink/?LinkId=148744>.

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**6. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

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**8. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

**9. SUPPORT SERVICES.** Because this software is “as is,” we may not provide support services for it.

**10. ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

## **11. APPLICABLE LAW.**

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**12. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

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### **MICROSOFT® PLAYREADY® PC RUNTIME EULA**

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- updates,
- supplements,

- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

**By using the software, you accept these terms. If you do not accept them, do not use the software.**

**As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.**

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**If you comply with these license terms, you have the rights below.**

- 1. INSTALLATION AND USE RIGHTS.** You may install and use one copy of the software on your device.
- 2. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
  - a. Consent for Internet-Based Services.** The software feature described below connects to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. **By using this feature, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.
  - b. Computer Information.** The following feature uses Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based service available to you.
  - c. Microsoft PlayReady Content Access Technology**
    - i. Revocation.** Content owners use Microsoft® PlayReady® content access technology to protect their intellectual property, including copyrighted content. If the PlayReady software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use PlayReady to play, subscribe, purchase, rent, stream, sideload or copy protected content. Revocation does not affect unprotected content. You agree that by using PlayReady software, software applications using PlayReady may automatically download and install revocation lists from Microsoft.
    - ii. DRM Updates.** Updates to PlayReady may be required in order to access content that is protected by PlayReady. When you attempt to play content that requires a DRM update or if the security of your version of PlayReady is compromised, PlayReady will (a) connect to the Microsoft or service provider computer systems over the Internet, and (b) use Internet protocols to send the appropriate systems standard computer information, troubleshooting data, and a unique identifier for your PlayReady version and information about your PlayReady version, such as revisions, security levels and certificates. If you decline an update, you will not be able to access content that requires the update.
- 3. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some

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- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software;
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- use the software for commercial software hosting services.

**4. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.

**5. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

**6. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting) <<http://www.microsoft.com/exporting>>.

**7. SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.

**8. ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

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**b. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

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## **WINDOWS MEDIA PLAYER**

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## **MICROSOFT INTERNET EXPLORER**

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Updated: March 9, 2007

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This means that you can control which pages Microsoft search engines index and how often Microsoft bots access your website. To learn how to do so, or for more information regarding Microsoft's webcrawling and site indexing practices, please visit <http://search.msn.com/docs/siteowner.aspx>.

### **TRADEMARKS.**

Trademark information is available at

<http://www.microsoft.com/library/toolbar/3.0/trademarks/en-us.mspx>.

Any rights not expressly granted herein are reserved.

## **MICROSOFT SOFTWARE LICENSE TERMS**

### **MICROSOFT ZUNE 4.7**

#### **AS DESCRIBED BELOW, USING SOME FEATURES ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN STANDARD COMPUTER INFORMATION AND WEB ANALYTICS FOR INTERNET-BASED SERVICES.**

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

**By using the software, you accept these terms. If you do not accept them, do not use the software.**

**As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.**

**If you comply with these license terms, you have the rights below.**

#### **1. INSTALLATION AND USE RIGHTS.**

**a. Installation and Use.** You may install and use any number of copies of the software on your computers. You may also use the software to check for, download and install device updates on your compatible portable devices.

**b. Included Microsoft Programs.** The software may contain other Microsoft programs. These license terms apply to your use of those programs.

#### **2. DEVICE UPDATES FOR PORTABLE DEVICES**

**a.** Device updates for your portable devices are governed by any license terms that come with them. If no license terms come with them, they will be governed by the original license agreement or terms of use for the software that they update. You should check that license agreement or terms of use for details.

#### **3. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

**a.** Consent for Internet-Based Services. The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them.

For more information about these features, see [go.microsoft.com/fwlink/?LinkId=81184](https://go.microsoft.com/fwlink/?LinkId=81184). By using these features, you consent to the transmission of this information.

**i. Computer and Portable Device Information.** The following features use Internet protocols, which send to the appropriate systems standard computer and portable device information each time the feature connects. Microsoft uses standard computer and portable device information to provide you Internet-enabled services, to help improve our products and services, to help keep your software up to date, to certify your device, and for statistical analysis. Standard computer and portable device information may include your Internet Protocol address, operating system version, browser version, regional and language settings, and a unique ID we generate for your device. In some cases, standard portable device information may also include hardware ID, the first 6 digits of your IMEI or other device identifiers which indicates the portable device manufacturer, device name, version, mobile operator and installed software. If a particular feature or service sends information to Microsoft, standard computer and portable device information will be sent as well.

- Software and Device Update Feature.
  - Each time you use the software, it checks with Microsoft for a newer version of the software for your computer. If found, you will be prompted to download and install the newer version on your computer.
  - If you have portable devices that are compatible with the software, and you connect it to your computer, the software may automatically check for device updates for the portable devices depending on the type of portable device. The Software may also continue to check for device updates for the portable devices after the portable device is disconnected. If found, portable device updates will be automatically downloaded and stored on your computer. Depending on the portable device and the type of device update, you may be asked to install the device update or it may install automatically when you connect your portable device to the computer.
  - In certain cases, updates will be required (i) for the software, and you will not be able to sign into the Marketplace or use certain features of the software without first installing the software update; or (ii) for a portable device, and you will not be able to use the portable device, services for the portable device, or use certain features of the device software without first installing the device update.
- Windows Update Feature. You may connect new hardware to the computer where you installed the software. Your computer may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your computer. You can switch off this update feature.
- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to

Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the computer where you installed the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.

- Windows Media Digital Rights Management. Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. If you decline an upgrade, you will not be able to access content that requires the upgrade.
- Web Analytics. When you use Zune Marketplace, we use Web analytics tools that automatically collect certain information about pages you view, links you click, and other actions you take. For more information, read our privacy statement available at [go.microsoft.com/fwlink/?LinkId=81184](http://go.microsoft.com/fwlink/?LinkId=81184). Zune Marketplace may not be available where you live.

**b. Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

- 4. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes the .NET Framework component of the Windows operating systems (".NET Component"). You may conduct internal benchmark testing of the .NET Component. You may disclose the results of any benchmark test of the .NET Component, provided that you comply with the following terms: (1) you must disclose all the information necessary for replication of the tests, including complete and accurate details of your benchmark testing methodology, the test scripts/cases, tuning parameters applied, hardware and software platforms tested, the name and version number of any third party testing tool used to conduct the testing, and complete source code for the benchmark suite/harness that is developed by or for you and used to test both the .NET Component and the competing implementation(s); (2) you must disclose the date (s) that you conducted the benchmark tests, along with specific version information for all Microsoft software products tested, including the .NET Component; (3) your benchmark testing was performed using all performance tuning and best practice guidance set forth in the product documentation and/or on Microsoft's support web sites, and uses the latest updates, patches and fixes available for the .NET Component and the relevant Microsoft operating system; (4) it shall be sufficient if you make the disclosures provided for above at a publicly available location such as a website, so long as every public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and (5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing. The foregoing obligations shall not apply to your disclosure of the results of any customized benchmark test of the .NET Component, whereby such disclosure is made under confidentiality in conjunction with a bid request by a prospective customer, such customer's application(s) are specifically tested and the results are only disclosed to such specific customer. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the .NET Component, provided it complies with the same conditions above.

**5. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- disclose the results of any benchmark tests of the software, other than the Microsoft .NET Framework (see separate term above), to any third party without Microsoft's prior written approval;
- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software;
- use any portion of the software or any computer compatible with the software to illegally copy or distribute content that you do not have rights to copy or distribute or otherwise use the software in a manner that infringes upon or violates the rights of a third party;
- transfer the software or this agreement to any third party; or
- use the software for commercial software hosting services.

**6. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.

**7. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

**8. NOTICE ABOUT THE MPEG-4 VISUAL STANDARD.** This software includes MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG 4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; [www.mpegla.com](http://www.mpegla.com).

9. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).
10. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
11. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
12. **APPLICABLE LAW.**
  - a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
  - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
13. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
14. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
15. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the



exclusion or limitation of incidental, consequential or other damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

## **MICROSOFT SILVERLIGHT 4**

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates (including but not limited to bug fixes, patches, updates, upgrades, enhancements, new versions, and successors to the software, collectively called "updates"),
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

**By using the software, you accept these terms. If you do not accept them, do not use the software.**

**As described below, your installation of this software also operates as your consent to the transmission of certain standard computer information and to the automatic downloading and installation of updates on your computer.**

**If you comply with these license terms, you have the rights below.**

- 1. INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software. You may also make any number of copies as you need to distribute the software within your organization.
- 2. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
- 3. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
  - work around any technical limitations in the software;
  - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

- publish the software for others to copy;
- rent, lease or lend the software; or
- transfer the software or this agreement to any third party.

**4. AUTOMATIC UPDATES.** This software contains an Automatic Update feature that is on by default. For more information about this feature, including instructions for turning it off, see [go.microsoft.com/fwlink/?LinkId=178857](http://go.microsoft.com/fwlink/?LinkId=178857). You may turn off this feature while the software is running ("opt out"). Unless you expressly opt out of this feature, this feature will (a) connect to Microsoft or service provider computer systems over the Internet, (b) use Internet protocols to send to the appropriate systems standard computer information, such as your computer's Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software, and (c) automatically download and install, or prompt you to download and/or install, current Updates to the software. In some cases, you will not receive a separate notice before this feature takes effect. By installing the software, you consent to the transmission of standard computer information and the automatic downloading and installation of updates.

**5. MICROSOFT DIGITAL RIGHTS MANAGEMENT.** If you use the software to access content that has been protected with Microsoft Digital Rights Management (DRM), then, in order to let you play the content, the software may automatically request media usage rights from a rights server on the Internet and download and install available DRM updates. For more information, see [go.microsoft.com/fwlink/?LinkId=178857](http://go.microsoft.com/fwlink/?LinkId=178857).

**6. NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, AND THE VC-1 VIDEO STANDARD.** This software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NONE OF THE LICENSES EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS SOFTWARE IN A SINGLE ARTICLE. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [WWW.MPEGLA.COM](http://WWW.MPEGLA.COM).

For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

**7. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

**8. SUPPORT SERVICES.** Microsoft provides support services for the software as described at [support.microsoft.com/gp/lifean45](http://support.microsoft.com/gp/lifean45).

**9. ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based

services and support services that you use, are the entire agreement for the software and support services.

#### **10. APPLICABLE LAW.**

- a. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
- b. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

**11. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

**12. DISCLAIMER OF WARRANTY.** The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

**13. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

## **Windows Live Essentials 2011**

### **Microsoft Service Agreement**

Updated August 1, 2010  
Effective August 31, 2010

Thank you for choosing Microsoft!

Please read this agreement carefully. It's a contract that governs your use of any Windows Live, Bing, MSN, Microsoft Office Live, or Office.com services or software, or other Microsoft services or software that directly display or link to this agreement (the "service"). By using or accessing the service, you confirm that you agree to these terms. If you don't agree, don't use the service. Thanks.

## 1. What the contract covers

This is a contract between you and the Microsoft company listed in Section 13 ("Microsoft," "we," "us," or "our") for use of the service that Microsoft supplies. Sections 1–13 apply across the service. Sections 14 and 15 apply only if the service involves payments to or from Microsoft. Sections 16–20 apply only if you use the software or services identified in those sections. Some of these services may not be fully available in your country or region.

Please note that we don't provide additional warranties for the service. This contract also limits our liability to you. See Sections 9 and 10 for details.

## 2. Using the service

When using the service, you must comply with this contract, all applicable laws and the [Microsoft Anti-Spam Policy \(http://go.microsoft.com/fwlink/?LinkId=117951\)](http://go.microsoft.com/fwlink/?LinkId=117951). As applicable, you must also obey the [code of conduct \(http://g.live.com/OELHP\\_MEREN/243\)](http://g.live.com/OELHP_MEREN/243).

You must not use the service to harm others or the service. For example, you must not use the service to harm, threaten, or harass another person, organization, or Microsoft. You must not: damage, disable, overburden, or impair the service (or any network connected to the service); resell or redistribute the service or any part of it; use any unauthorized means to modify, reroute, or gain access to the service or attempt to carry out these activities; or use any automated process or service (such as a bot, a spider, periodic caching of information stored by Microsoft, or metasearching) to access or use the service. You may be able to access third-party websites or services via the service; you acknowledge that we are not responsible for such websites or services or content that may be available there.

## 3. Windows Live ID

We may provide you with credentials on our Windows Live ID authentication network to use with the service. You're solely responsible for your dealings with third parties (including advertisers) who use the network, including as to the delivery of and payment for goods. This contract applies whenever you use Windows Live ID. When you use Windows Live ID to gain access to any website, the terms and conditions for that website, if different from this contract, may also apply to your use of that website.

## 4. Your service account, associated accounts, and accounts from third parties

Only you may use your service account. You must keep your accounts and passwords confidential and not authorize any third party to access or use the service on your behalf, unless we provide an approved mechanism for that. You must contact us right away if you suspect misuse of your accounts or any security breach in the service. For some parts of the service, you may be able to set up additional accounts that are dependent on your account ("associated accounts"). You're responsible for all activity that takes place with your service account and any associated accounts.

If you use an associated account, you acknowledge that the holder of the service account has full control over your associated account. If a third party such as an Internet service provider, employer, or school gave you your account, that party has rights to your account and may: manage your account, reset your password, or suspend or cancel your account; view your account's usage and profile data, including how and when your account is used; and read or store content in your account, including electronic communications, contact lists, and other information.

If you use Windows Live Family Safety software to monitor accounts on your computer, you represent and warrant that you are authorized to accept this contract on behalf of the individuals using those accounts.

## 5. Your content

Except for material that we license to you, we don't claim ownership of the content you provide on the service. Your content remains your content. We also don't control, verify, or endorse the content that you and others make available on the service.

You control who may access your content. If you share content in public areas of the service or in shared areas available to others you've chosen, then you agree that anyone you've shared content with may use that content. When you give others access to your content on the service, you grant them free, nonexclusive permission to use, reproduce, distribute, display, transmit, and communicate to the public the content solely in connection with the service and other products and services made available by Microsoft. If you don't want others to have those rights, don't use the service to share your content.

You understand that Microsoft may need, and you hereby grant Microsoft the right, to use, modify, adapt, reproduce, distribute, and display content posted on the service solely to the extent necessary to provide the service.

Please respect the rights of artists, inventors, and creators. Content may be protected by copyright. People appearing in content may have a right to control the use of their image. If you share content on the service in a way that infringes others' copyrights, other intellectual property rights, or privacy rights, you're breaching this contract. You represent and warrant that you have all the rights necessary for you to grant the rights in this section and the use of the content doesn't violate any law. We won't pay you for your content. We may refuse to publish your content for any or no reason. We may remove your content from the service at any time if you breach this contract or if we cancel or suspend the service.

You're responsible for backing up the data that you store on the service. If your service is suspended or canceled, we may permanently delete your data from our servers. We have no obligation to return data to you after the service is suspended or canceled. If data is stored with an expiration date, we may also delete the data as of that date. Data that is deleted may be irretrievable.

## 6. Privacy

In order to operate and provide the service, we collect certain information about you. As part of the service, we may also automatically upload information about your computer, your use of the service, and service performance. We use and protect that information as described in the [Microsoft Online Privacy Statement](http://go.microsoft.com/fwlink/?LinkId=74170) (<http://go.microsoft.com/fwlink/?LinkId=74170>). In particular, we may access or disclose information about you, including the content of your communications, in order to: (a) comply with the law or respond to lawful requests or legal process; (b) protect the rights or property of Microsoft or our customers, including the enforcement of our agreements or policies governing your use of the service; or (c) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Microsoft employees, customers, or the public.

The service is a private computer network that Microsoft operates for the benefit of itself and its customers. Microsoft retains the right to block or otherwise prevent delivery of any type of email or other communication to or from the service as part of our efforts to protect the service, protect our customers, or stop you from breaching this contract. The technology or other means we use may hinder or break your use of the service.

## 7. Software

If you receive software from us as part of the service, its use is governed in one of two ways: If you're presented with license terms that you must accept in order to use the software, those terms apply; if no license is presented

to you, the terms of this contract apply. We reserve all other rights to the software.

We may automatically check your version of the software. We may also automatically download to your computer upgrades to the software to update, enhance, and further develop the service.

Any software we provide is licensed, not sold. Unless we notify you otherwise, the software license ends when your service ends. You must then uninstall the software, or we may disable it. You must not work around any technical limitations in the software. You must not disassemble, decompile, or reverse engineer any software that's included in the service, except and only to the extent that the applicable copyright law expressly permits doing so.

The software is subject to applicable U.S. export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users, and end use. Without limitation, you may not transfer the software or service without U.S. government permission to anyone on U.S. government exclusion lists (see the Commerce Department's [Lists to Check](#)); the governments of Iran, Sudan, or Cuba; or prohibited members of the Cuban Communist Party. You represent and warrant that you're not on any of those lists or under the control of or an agent for anyone on those lists or the entities listed above. For more information, see the [Exporting Microsoft Products](#) website (<http://www.microsoft.com/exporting>).

For software that requires supplements to Microsoft Windows software, such as Windows Imaging Component, you may use a copy of the supplement with each validly licensed copy of the software identified for use with it. If you don't have a license for the Windows software, you may not use the supplement. The Windows software license terms apply to your use of the supplement.

If you use the software to access content that has been protected with Microsoft Digital Rights Management (DRM), the software may automatically request media usage rights from an online rights server and download and install DRM updates in order to let you play the content. For more information, see the DRM information in the [Microsoft Silverlight Privacy Statement](#) (<http://go.microsoft.com/fwlink/?LinkId=178857>).

You may display and print content in the fonts installed by the service, but you may not make unauthorized copies of the fonts.

## **8. How we may change the contract**

If we amend this contract, then we'll notify you before the change takes effect. We may give this notice by posting it on the service or by any other reasonable means. If you don't agree to the change, we're not obligated to keep providing the service, and you must cancel and stop using the service before the change becomes effective. Otherwise, the new terms will apply to you.

## **9. NO WARRANTY**

We provide the service "as is," "with all faults," and "as available." We don't guarantee the accuracy or timeliness of information available from the service. You acknowledge that computer and telecommunications systems are not fault-free and occasional periods of downtime occur. We do not guarantee the service will be uninterrupted, timely, secure, or error-free, or that data loss will not occur. We and our affiliates, resellers, distributors, and vendors give no express warranties, guarantees, or conditions. We exclude any implied warranties, including for merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, and noninfringement. You may have certain rights under your local law. Nothing in this contract is intended to affect those rights, if they are applicable.

## **10. LIABILITY LIMITATION**

You can recover from Microsoft and our affiliates, resellers, distributors, and vendors only direct damages up to an

amount equal to your service fee for one month. You cannot recover any other damages, including consequential, lost profits, special, indirect, incidental, or punitive damages.

The limitations and exclusions apply to anything related to this contract, for example:

- The service.
- Loss of data.
- Content (including code) on third-party websites, third-party programs, or third-party conduct accessed via the service.
- Viruses or other disabling features that affect your access to or use of the service.
- Incompatibility between the service and other services, software, and hardware.
- Delays or failures you may have in starting or completing transmissions or transactions in connection with the service in an accurate or timely manner.
- Claims for breach of contract; breach of warranty, guarantee or condition; strict liability; tort (including negligence or breach of statutory duty); or misrepresentation.

The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages.

Some or all of these limitations or exclusions may not apply to you if your state, province, or country does not allow the exclusion or limitation of incidental, consequential, or other damages.

## **11. Changes to the service and cancellation**

We may change the service or delete features at any time for any reason. A particular service may be a prerelease version—a beta, for example—and may not work correctly or in the way a final version might work. We may significantly change the final version or decide not to release a final version.

We may cancel or suspend your service and your access to the Windows Live ID network at any time without notice and for any reason. Our reasons for cancellation may include that we stop providing the service in your region or that you breach this contract, fail to sign in to the Windows Live ID network during a 90-day period, or don't pay fees that you owe to us or to our agents. If your service is canceled, your right to use the service stops immediately. If we cancel your credentials, your right to use Windows Live ID stops immediately. Cancellation of the service or credentials won't alter your obligation to pay all charges made to your billing account. If we cancel the service in its entirety without cause, we'll refund to you on a pro-rata basis any payments that you have made based on the portion of your service that would otherwise remain.

You may cancel the service at any time and for any reason. If it's a paid service, some charges may apply. Sections 6, 9–13, 14 (for amounts incurred before termination), 15, and those that by their terms apply after termination of this contract will survive any termination of this contract.

## **12. General legal terms**

### **12.1. Interpreting the contract**

All parts of this contract apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of this contract as written, you and we will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this contract won't change. This is the entire contract between

you and us regarding the service. It supersedes any prior contract or oral or written statements regarding your use of the service. If you have confidentiality obligations related to the service—for example, you may have been a beta tester—those obligations remain. Other terms may apply when you use or pay for other Microsoft services. The contract's section titles don't limit its terms. If you are accessing the service within Germany, the agreement located at [http://g.msn.de/OTO\\_/dede](http://g.msn.de/OTO_/dede) applies.

## **12.2. Assignment and transfer**

We may assign, transfer, or otherwise dispose our rights and obligations under this contract, in whole or in part, at any time without notice. You may not assign this contract or transfer any rights to use the service.

## **12.3. No third-party beneficiaries**

This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors.

## **12.4. Claims**

Claims must be filed within one year. You must bring any claim related to this contract or the service within one year of the date you could first bring the claim, unless your local law requires a longer time to file claims. If it isn't filed in time, the claim is permanently barred.

## **12.5. Notices**

You may notify us as stated in customer support for the service. We don't accept email notices. This contract is in electronic form. We may send you, in electronic form, information about the service, additional information, and information the law requires us to provide. We may provide required information to you by email at the address you specified when you signed up for the service or by access to a Microsoft website that we identify. Notices emailed to you will be deemed given and received when the email is sent. If you don't consent to receive notices electronically, you must stop using the service.

## **13. Contracting party, choice of law and location for resolving disputes**

- If you live in or your business is headquartered in North or South America, you're contracting with Microsoft Corp., One Microsoft Way, Redmond, WA 98052, USA, and Washington State law governs the interpretation of this contract and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of residence in the United States, or, if you live outside the United States, the laws of the country to which we direct your service. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, USA, for all disputes arising out of or relating to this contract.
- If you live in or your business is headquartered in Europe, you're contracting with Microsoft Luxembourg S.à.r.l., 20 Rue Eugene Ruppert, Immeuble Laccolith, 1st Floor, L-2543 Luxembourg. All claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of Luxembourg or of the country in which you reside. With respect to jurisdiction, you may choose the responsible court in Luxembourg or in the country in which you reside for all disputes arising out of or relating to this contract.
- If you live in or your business is headquartered in the Middle East or Africa, you're contracting with Microsoft Luxembourg S.à.r.l., 20 Rue Eugene Ruppert, Immeuble Laccolith, 1st Floor, L-2543 Luxembourg, and the laws of Luxembourg govern the interpretation of this contract and apply to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of the country



to which we direct your service. You and we irrevocably agree to the exclusive jurisdiction and venue of the Luxembourg courts for all disputes arising out of or relating to this contract.

- If you live in or your business is headquartered in Japan, you're contracting with Microsoft Co. Ltd (MSKK), Odakyu Southern Tower, 2-2-1 Yoyogi, Shibuya-ku, Tokyo 151-8583. The laws of Japan govern this contract and any matters arising out of or relating to it. You and we irrevocably agree to the exclusive original jurisdiction and venue of the Tokyo District Court for all disputes arising out of or relating to this contract.
- If you live in or your business is headquartered in Australia, Hong Kong, Indonesia, Malaysia, New Zealand, Philippines, Singapore, Thailand, or Vietnam, you're contracting with Microsoft Operations, Pte Ltd, 1 Marina Boulevard, #22-01, Singapore 01898, and the laws of Singapore govern this contract. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Center (SIAC), which rules are deemed to be incorporated by reference into this clause. The Tribunal will consist of one arbitrator to be appointed by the Chairman of SIAC. The language of arbitration will be English. The decision of the arbitrator will be final, binding, and incontestable, and it may be used as a basis for judgment in any country or region.
- If you live in or your business is headquartered in India, you're contracting with Microsoft Regional Sales Corp., a corporation organized under the laws of the State of Nevada, USA, with a branch in Singapore, having its principal place of business at 438B Alexandra Road, #04-09/12, Block B, Alexandra Technopark, Singapore, 119968, and Washington State law governs this contract, regardless of conflict of laws principles. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Center (SIAC), which rules are deemed to be incorporated by reference into this clause. The Tribunal will consist of one arbitrator to be appointed by the Chairman of SIAC. The language of arbitration will be English. The decision of the arbitrator will be final, binding, and incontestable, and it may be used as a basis for judgment in India or elsewhere.
- If you live in or your business is headquartered in China, you're contracting with Shanghai MSN Network Communications Technology Company Limited, 10/F, Grand Gateway Block 2, No. 3 Hongqiao Road, Shanghai, China 200030, for your use of MSN, Bing, or Windows Live Messenger; PRC law governs this contract as it relates to your use of the services under this contract operated by Shanghai MSN Network Communications Technology Company Limited. For your use of MSN, Bing, or Windows Live Messenger under this contract, any dispute arising out of or in connection with this contract, including any question regarding the existence, validity, or termination of this contract, will be referred to and finally resolved by arbitration in Hong Kong under the auspices of the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the UNCITRAL Arbitration Rules, which are deemed to be incorporated by reference into this clause. For such arbitration, there will be one arbitrator, who will be appointed by HKIAC in accordance with the UNCITRAL Arbitration Rules. The language of arbitration will be English. The decision of the arbitrator will be final, binding, and incontestable and may be used as a basis for judgment in China or elsewhere. For your use of all other services under this contract, you're contracting with Microsoft Corp., One Microsoft Way, Redmond, WA 98052, USA. As to those services, Washington State law governs this contract, regardless of conflict of laws principles. The jurisdiction of the state or federal courts in King County, Washington, USA, is nonexclusive.
- If you live in or your business is headquartered in Korea, you're contracting with Microsoft Korea, Inc., 6th Floor, POSCO Center, 892 Daechi-Dong, Kangnam-Gu, Seoul, 135-777, Korea, and the laws of the Republic of Korea govern this contract. You and we irrevocably agree to exclusive original jurisdiction and venue of the Seoul District Court for all disputes arising out of or relating to this contract.

- If you live in or your business is headquartered in Taiwan, you're contracting with Microsoft Taiwan Corp., 8F, No 7 Sungren Road, Shinyi Chiu, Taipei, Taiwan 110, and the laws of Taiwan govern this contract. You and we irrevocably designate the Taipei District Court as the court of first instance having jurisdiction over any disputes arising out of or in connection with this contract.

## **14. If you pay Microsoft**

### **14.1. Cooling off period**

When you request a service from us, you agree that we may begin to provide the service immediately and that you will not be entitled to a cancellation or "cooling off" period, except if the law requires a cooling off period despite your waiver and even when a service starts right away. You may cancel the service as provided in Section 14.9.

### **14.2. Charges**

When you are paying for a service, this Section 14 applies if you pay us directly. Even if the service itself is free, you may still incur charges incidental to using the service, for example, charges for Internet access, text messaging, or other data transmission.

### **14.3. Payment**

You must be authorized to use the payment method that you enter when you create a billing account. You authorize us to charge you for the service using your payment method and for any paid feature of the service that you choose to sign up for or use while this contract is in force. We may bill: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription services. Also, we may charge you up to the amount you've approved, and we'll notify you in advance of the difference for recurring subscription services. We may bill you simultaneously for more than one of your prior billing periods. Once we have informed you that the service will be provided indefinitely or automatically renewed, we may automatically renew your service and charge you for any renewal term.

### **14.4. Updates to your billing account**

You must keep all information in your billing account current. You can access and modify your billing account on the [Billing and Account Management](https://billing.microsoft.com) website (<https://billing.microsoft.com>). You may change your payment method at any time. If you tell us to stop using your payment method and we no longer receive payment from you for the paid service, we may cancel that service. Your notice to us will not affect charges we submit to your billing account before we reasonably could act on your request.

### **14.5. Trial period offers**

Unless we notify you otherwise, if you're participating in any trial period offer, you must cancel the service by the end of the trial period to avoid incurring new charges. If you do not cancel your service and we have told you the service will convert to a paid subscription at the end of the trial period, you authorize us to charge your payment method for the service.

### **14.6. Prices and price increases**

The price stated for the service excludes all taxes and phone charges, unless stated otherwise. You're responsible for any taxes and for all other charges (for example, phone charges and currency exchange settlements).

We'll notify you in advance if we change the price of the service. If there's a specific length and price for your service offer, that price will remain in force for that time. After the offer period ends, your use of the service will be charged at the new price. If your service is on a period basis (for example, monthly) with no specific length, we'll notify you of any price change at least 30 days in advance. If you don't agree to these changes, you must cancel

and stop using the service before the changes take place. If you cancel, your service ends at the end of your current service period or, if we bill your account on a period basis, at the end of the period in which you canceled.

#### **14.7. Refund policies**

Unless otherwise provided by law or by a particular service offer, all charges are earned when received and are nonrefundable, and the costs of any returns will be at your expense.

#### **14.8. Online statement and errors**

We'll provide you with an online billing statement on the [Billing and Account Management](https://billing.microsoft.com) website (<https://billing.microsoft.com>), where you can view, print, or request a paper copy of this statement. If you request a paper copy, we may charge you a retrieval fee. We will provide paper copies only for the past 120 days. If we make an error on your bill, we'll correct it promptly after you tell us and we investigate the charge. You must tell us within 120 days after an error first appears on your bill. If you don't tell us within that time, you release us from all liability and claims of loss resulting from the error; we won't be required to correct the error. We can correct billing errors at any time.

#### **14.9. Canceling the service**

You may cancel the service at any time, with or without cause. Go to the [Billing and Account Management](https://billing.microsoft.com) website (<https://billing.microsoft.com>) for information on canceling your service. Some service offers may require you to pay cancellation charges as stated in the materials describing the offer. Your cancellation of the service won't alter your obligation to pay all charges made to your billing account.

#### **14.10. Late payments**

Except as prohibited by law, we may assess a late charge if you do not pay on time. You must pay these late charges when we bill you for them. The late charge will be the lesser of 1 percent of the unpaid amount each month or the maximum rate permitted by law. We may use a third party to collect past due amounts. You must pay for all reasonable costs we incur to collect any past due amounts, including reasonable attorneys' fees and other legal fees and costs. We may suspend or cancel your service if you fail to pay in full on time.

#### **14.11. Internet access service**

If the service doesn't include Internet access, you're responsible for paying the fees charged by your Internet access provider. Those fees are in addition to the fees you pay us for the service. The rest of this section applies only if your service includes Internet access. This service may not be available in your country or region.

If you use a dial-up modem, you may incur toll, roaming, or other access charges, depending on the number you're calling and where you're calling from. You should check with your local telephone company first to determine if the number you plan to use will incur such charges. Even if we suggest a phone number for you to call, you may still incur charges, depending on your local provider, calling location, and phone plan. We will not reimburse you for such charges.

### **15. Payments to you**

Your right to any payment due to you under the service is conditioned upon you promptly providing us with all of the information we need to properly make the payment. You must provide us with the information we request before your right to receive the payment accrues. You're responsible for the accuracy of the information you provide and for any taxes and charges you may incur. You must also comply with any other conditions we place on your right to any payment. If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to do this. We may also reduce your earned balance without notice to adjust for the previous overpayment.

## 16. Microsoft Office Live

The following terms apply to Microsoft Office Live.

- Your dealings with others. Microsoft may offer goods and services from third parties through the service. If so, for those goods and services your relationship is with the third party only and not with us. You're solely responsible for your dealings with any third party.

You represent and warrant that: the products and services you advertise, sell, and distribute are legal for sale and distribution and do not violate this contract; you have all licenses necessary to sell, distribute and advertise the goods and services you offer; and all sales and advertisements will comply with applicable law.

- Your privacy practices. In using the service, you may be able to collect personal information about third parties. If you do, you must: post a privacy policy on your website that, at a minimum, discloses any and all uses of personal information that you collect from such third parties; provide a hypertext link to your privacy policy on the home page of your website and on all pages where you collect personal information from third parties, including on checkout pages; and use personal information only as expressly permitted by your privacy policy and in accordance with applicable data protection laws.
- Domain Name Service
  - If you register, renew, or transfer a domain name through the service, we connect you with an accredited registrar that will seek to register, renew, or transfer the domain name. The domain service contracts for ccTLDs and gTLDs are contracts between you and the registrar, and not between you and Microsoft. As such, Section 16 of this contract applies.

Microsoft does not control the availability of any domain name you seek to register or renew and will have no liability relating to your use of the domain name. You represent and warrant that any domain name you register, renew, or transfer through the service and the registrar will not infringe the rights of third parties.

- Except during the first five days after you subscribe to the service, if your service is canceled for any reason, your domain name will remain registered for its current annual term but won't point to your website or work with your email service.

## 17. Office.com and Office Web App media elements and templates

If you use Microsoft Office.com or the Microsoft Office Web Apps, you may have access to media images, clip art, animations, sounds, music, video clips, templates, and other forms of content ("media elements") provided with the software available on Office.com or as part of a service associated with the software. You may copy and use the media elements in projects and documents. You may not: (i) sell, license, or distribute copies of the media elements by themselves or as a product if the primary value of the product is the media elements; (ii) grant your customers rights to further license or distribute the media elements; (iii) license or distribute for commercial purposes media elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with your product, entity or activity; or (iv) create obscene works using the media elements. For more information, see the [Use of Microsoft Copyrighted Content](http://www.microsoft.com/permission) webpage (<http://www.microsoft.com/permission>).

## 18. Microsoft Points

Microsoft Points is a service under which you can acquire Points and redeem those Points for certain online services and digital products. You can see how many Points you have by checking your Points balance at

<https://billing.microsoft.com>. You can obtain selected services or digital products that we elect to offer in exchange for Points. You can do this by redeeming your Points as indicated in the particular messaging you see for those offers.

You can acquire Points in a variety of ways. For example, you can purchase Points, or certain services may give you Points for using the service or specific features of the service (also known as "promotion Points"). You can earn promotion Points only for actions you actually complete. You're responsible for any tax consequences that may result from your participation in the Points service.

When you obtain Points, you have obtained a limited license to a digital product. Points have no monetary value. You may not obtain any cash or money in exchange for Points, regardless of how you acquired those Points. Points are not your personal property. Your only recourse for using Points is to obtain the specific online services or digital products that we offer for Points redemption. We may further restrict your Points redemption offers based on your country of residence. We encourage you to redeem your Points. The existence of a particular offer available for Points redemption is not a commitment by us to maintain or continue to make the offers in the future. The scope, variety, and type of online services and digital products that you may obtain by redeeming Points can change at any time. We have no obligation to continue making offers available for Points redemption.

Promotion Points may expire at any time, as set forth in the messages related to that promotion. We may cancel, suspend, or otherwise limit your access to your Points balance if we suspect fraudulent, abusive, or unlawful activity on your Points balance. Once we delete Points from a balance, we will not reinstate them, except at our discretion. When we cancel, suspend, or otherwise limit access to your Points balance, your right to use your Points balance immediately ceases. We will use reasonable efforts to investigate Points balances that are subject to access limitations and to reach a final decision on the limitations promptly. In addition, we may limit your use of the Points service, including applying limits to: the number of Points you may have credited to your Points balance at one time; the number of Points you may redeem within a given time period (for example, one day); and the number of promotion Points you may obtain in a single event.

If we post Points to your balance for an activity that is subsequently voided, canceled or involves a returned item, then we will remove those Points from your balance. You must ensure that we properly post your Points to your Points balance. If you believe that you have validly acquired Points that we have not posted to your Points balance, we will not consider posting these Points unless you contact us within 12 months after the date you claimed to have acquired those Points. We may require reasonable documentation to support your claim.

## **19. MSN Video**

The videos and embeddable video player available on MSN Video are for your noncommercial, personal use only and, unless otherwise indicated, may not be downloaded, copied, or redistributed without authorization from the rights holders. You may not use the embeddable video player on any website whose primary purpose is the display of advertising or collection of subscription revenues or is in direct competition with MSN Video unless you first get our consent. You agree that your use of the embeddable video player may result in additional third-party costs, fees, and royalties, including applicable public performance royalties in your country or region.

## **20. Bing Mobile voice-activated search**

If you use the voice-activated search feature in the Bing Mobile application, you consent to Microsoft recording and collecting your voice input. The voice input will be used to provide the Bing Mobile service to you and improve our voice-recognition products and services.

## NOTICES

### Notices and procedure for making claims of copyright infringement

Notifications of claimed copyright infringement should be sent to Microsoft's designated agent. INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. For details and contact information, see [Notice and Procedure for Making Claims of Copyright Infringement](http://www.microsoft.com/info/cpyrtInfrg.htm) (<http://www.microsoft.com/info/cpyrtInfrg.htm>).

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We offer parental control protections that help you limit access to material that is harmful to minors. To learn more about such protections, visit the [Microsoft Online Safety](http://www.staysafe.org) website (<http://www.staysafe.org>) or similar websites that provide information on parental control protections.

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but not limited to, investment or tax advice.

### **Notice about the H.264/AVC Visual Standard and the VC-1 Video Standard**

The software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

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### **Support**

Customer support isn't offered for the service, unless the materials we publish in connection with a particular service specify that it is.